

1 BILL NO. S-87-09-¹³~~12~~

2 SPECIAL ORDINANCE NO. S-246-87

3 AN ORDINANCE approving Contract
4 for Res. 456-87 and 447-86 - Bradbury
5 Avenue Storm Water Station and
6 Modifications to Regulators, between
7 Indiana Construction Corporation
8 and the City of Fort Wayne, Indiana,
9 in connection with the Board of
10 Public Works and Safety.

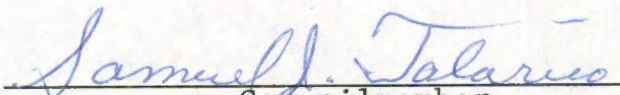
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Contract for Res. 456-87 and 447-86 -
14 Bradbury Avenue Storm Water Station and Modifications to Regu-
15 lators, by and between Indiana Construction Corporation and the
16 City of Fort Wayne, Indiana, in connection with the Board of
17 Public Works and Safety, for:

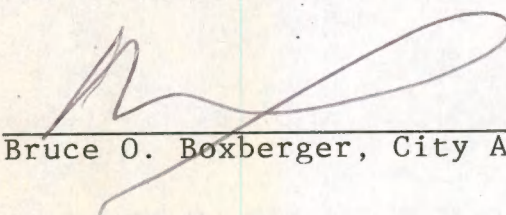
18 the installation of a new storm
19 water pump station near the inter-
20 section of Bradbury Avenue and
21 Broad Ripple Drive and the modi-
22 fications to the Foster Park and
23 Woodhurst Regulators;

24 the Contract price is Eighty-Five Thousand Eight Hundred and
25 No/100 Dollars (\$85,800.00), all as more particularly set forth
26 in said Contract, which is on file in the Office of the Board
27 of Public Works and Safety and, is by reference incorporated
28 herein, made a part hereof, and is hereby in all things ratified,
29 confirmed and approved. Two (2) copies of said Contract are
30 on file with the Office of the City Clerk and made available
31 for public inspection, according to law.

32 SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico
seconded by Eiskub, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the Ci:
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayn
Indiana, on _____, the _____ day of
_____, 19_____, at _____ o'clock _____ M., E.

DATE: 9-8-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico
seconded by Eiskub, and duly adopted, placed on its
passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	_____	_____	<u>1</u>	_____
BRADBURY	<u>✓</u>	_____	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GiaQUINTA	<u>✓</u>	_____	_____	_____	_____
HENRY	_____	_____	_____	_____	_____
REDD	<u>✓</u>	_____	_____	<u>✓</u>	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 9-22-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. I-246-87
on the 22nd day of September, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 23rd day of September, 1987,
at the hour of 11:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of September,
1987, at the hour of 300 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

HI 7 5/6/87

RESOLUTION 447-1986

"~~Hartman/Fairfax~~ Regulators"

Foster Park - Woodhurst

WHEREAS, the Board of Public Works & Safety of the City of Fort Wayne, Indiana, has determined that the design and/or modification and additions to the ~~Hartman/Fairfax~~ Regulators are necessary.

Foster Park - Woodhurst

NOW, THEREFORE, BE IT RESOLVED that equipment shall be purchased by the City of Fort Wayne, Indiana, on a purchase order, and labor bids to install said equipment shall be submitted separately, so that said design, modification or additions can be completed.

Total cost of said regulator improvements and equipment shall be paid for by funds from the Sewer Utility.

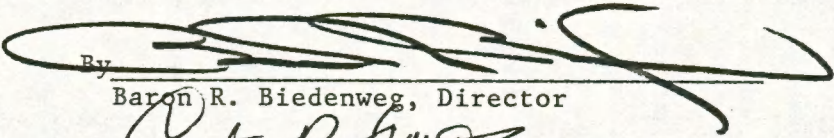
The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board further reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

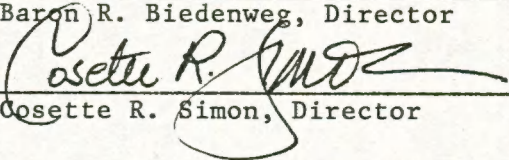
ADOPTED this 6th day of May 1987.

BOARD OF PUBLIC WORKS & SAFETY

By


Baron R. Biedenweg, Director

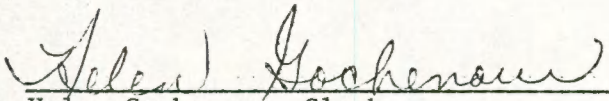
By


Cosette R. Simon, Director

By

Lawrence D. Consalvos, Director

ATTEST:


Helen Gochenour, Clerk

BRADBURY AVENUE STORM WATER PUMP STATION DRAINAGE IMPROVEMENT

Resolution 456-1987

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that construction of a storm water pump station, which from its size and character is intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the Northeast Quarter of Section 28, Township 30 North, Range 12 East, Allen County, Indiana.

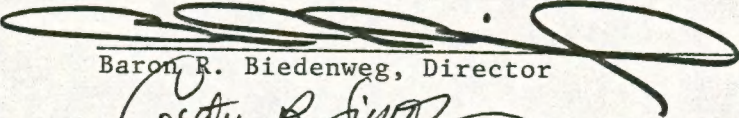
Total cost of said storm sewer improvement project shall be paid by funds from the City of Fort Wayne Sewer Utility ~~Bond~~ and or Sewer Bond.
FUND

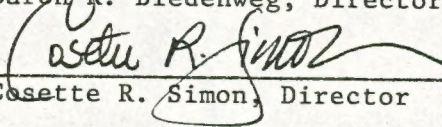
The Board of Public Works & Safety shall reserve the right to eliminate any all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 29th day of July 1987.


BOARD OF PUBLIC WORKS & SAFETY


Baron R. Biedenweg, Director


Cosette R. Simon, Director

Lawrence D. Consalvos, Director

ATTEST:


Helen V. Gochenour, Clerk

BID TAB

DATE: 24 AUGUST 1987

BIDDER:

BIDDER:

PROJ: BRADBURY AVE. STORM WATER PUMP & MODIF. TO REG. RES. NO: 447-86 456-87 INDIANA CONSTRUCTION SHAMBAUGH & S

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	PUMP STATION, PUMP & APPURTENANCES	1	LS	72000.00	72000.00	23800.00	23800.00	28000.00	28000.00
2	FOSTER PARK REGULATOR NO. 21	1	LS	24000.00	24000.00	23800.00	23800.00	28000.00	28000.00
3	WODDHURST REGULATOR NO. 33	1	LS	24000.00	24000.00	38200.00	38200.00	41280.00	41280.00

TOTAL: \$120,000.00 TOTAL: \$85,800.00 TOTAL: \$97,2

% over 0.00%
% under 28.50%
% over
% under

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

Page 1 of 2

PROJECT: Bradbury Ave. Storm Water Pump Station & Modifications
to Regulators

Contract No. _____

CONTENTS

Resolution Nos. 456-87 &
447-86

Check if Contained

Pages

	1	Cover Sheet
X	A/1 - A	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items
X	S/N	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/	Special Project Specifications
X	NA/1	Notice of Award
X	AP/1	Apartheid Policy

ATTACHMENTS

X		Project Plans Drawing # SY-11195
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X	C0/1-C0/2	Change Order - Specimen Form
X	Sec. C	Technical Specifications

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS <u>1/2</u> %	20 CALENDAR DAYS <u>0</u> %	30 CALENDAR DAYS <u>0</u> %	OTHER <u>0</u> %
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ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

BID SUBMITTED

INDIANA CONSTRUCTION CORP.
Contractor

By: Bob F. Jesse

Its PRESIDENT

Offer

Date Aug 19, 1987

Bidder agrees to keep bid open for accep-
tance for 60 (90 days unless
otherwise specified)

Compliance J. Adams

O.C.2/85

B.O.W. Form-Bid

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

[Signature]

CITY OF FORT WAYNE

[Signature]
Win Moses, Jr., Mayor

AWARD

Date August 26, 1987

NOTICE TO CONTRACTORS

CONSTRUCTION RESOLUTIONS 456-87 AND 447-86

BRADBURY AVENUE STORM WATER PUMP STATION AND MODIFICATIONS TO REGULATORS

The City of Fort Wayne, Allen County, Indiana, will receive sealed bids for construction, at Room 920, City-County Building, until 9:00 a.m., Eastern Standard Time on the 19th day of August, 1987, at which time bids shall be publicly opened and read aloud.

The Work for which bids will be received includes furnishing all labor, materials, and equipment for the construction of:

Bradbury Avenue Storm Water Pump Station and Modifications to Regulators, Resolutions 456-87 and 447-86 Consisting of:

Installation of a new storm water pump station near the intersection of Bradbury and Broad Ripple Drive and the modifications to the Foster Park and Woodhurst Regulators

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions, and specifications now on file in the Office of the Board of Public Works & Safety of said City all as provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

The cost of said sewer improvement shall be paid by funds from Fort Wayne Sewer Utility.

The Contract Documents may be obtained from the Board of Public Works & Safety, Room 920, City-County Building, at a non-refundable cost of Twenty-Five (\$25) Dollars. Checks for Contract Documents shall be made payable to the City of Fort Wayne; neither the Owner nor the Engineer will be responsible for full or partial sets of contract Documents obtained from any other source.

No Bid will be accepted from, or Contract awarded to any person, firm, or corporation that is in arrears to the City of Fort Wayne, Indiana upon any debt or Contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

No Bid will be considered unless submitted on the printed Bid Form as bound into the Contract Documents. Each bid shall be accompanied by a Bid Security in an amount not less than Five (5%) percent of the Bid.

No Bid may be withdrawn after the scheduled time for receipt of Bids for at least Sixty (60) days to allow review of Bids before announcing Award of Contract. The successful Bidder will be required to furnish a satisfactory Labor and Material Payment Bond and Performance Bond, each in the amount not less than One Hundred (100%) of the Contract Price.

The Contract Documents contain all necessary information for Bidders.

The Board reserves the right to reject any and all bids, to waive any and all informalities, to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids, if rejection or waiver is in the best interest of the project.

Contractors and subcontractors are required to pay not less than the prevailing wage rates established by the Indiana Department of Labor and included in the project specifications. Information explaining other prevailing wage laws, if applicable, are also contained in the project specifications.

CITY OF FORT WAYNE, INDIANA

Board of Public Works & Safety

Baron R. Biedenweg, Director of Public Works
Cosette R. Simon, Director of Administration & Finance
Lawrence D. Consalvos, Director of Public Safety

ATTEST: Helen V. Gochenour, Clerk

PUBLISH: July 31, 1987
August 7, 1987

(Both Newspapers)

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9 o'clock a.m. on the 19th day of August, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Bradbury Avenue Storm Water Pump Station
and Modifications to Regulators, Resolutions
456-87 and 447-86

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of Five percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of Five percent (5%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- ☐ (b) Praqualification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>Alpha Omega</u>	<u>FORT WAYNE</u>	<u>ELECTRICAL</u>
2.		
3.		

- D. The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: COULD NOT OBTAIN ANY WBE INTERESTED IN THIS VERY SMALL PROJECT
2. We have taken the following steps in an attempt to comply with these participation goals: TELEPHONE WBE FIRMS AND ASK IF INTERESTED

(attach additional sheets as necessary)

Contractor INDIANA CONSTR. CORP.

Contractor _____

By Bob F. Jones

By _____

Its PRESIDENT

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor INDIANA CONSTRUCTION CORP.

By B. F. Jones

Its PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19____, commencing at _____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____

(date) (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☐ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☐ A. On an all or none basis.
- ☐ B. As follows: _____

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Bradbury Avenue Storm Water Pump Station & Modifications to
Regulators, Resolutions 456-87 & 447-86

456-87 &

All work will be performed in accordance with: Resolution #447-86, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ 85,800. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 90 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ _____ per day for each and everyday after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the Government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85

S-1

BOW/Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 198__.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 19th day of August, 1987.

INDIANA CONSTRUCTION CORP.
Name of Corporation

By: Bob F. Jones
President

ATTEST:



SECRETARY -

NOTE 1:

Use this form, if Cashier's Check or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$_____ being 10% of the maximum bid herein, made payable to:

City of Fort Wayne, Indiana

the proceeds of which are to remain the absolute property of said City, if

Bidder

shall not within 10 days after Notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond in an amount equal to Five (5%) percent of maximum bid herein, subject to the approval of the Board of Public Works & Safety, conditioned as follows:

That if the Board of Public works & Safety shall award

INDIANA CONSTRUCTION CORP

the contract for said work, and if _____

INDIANA CONSTRUCTION CORP.

shall enter into a contract and furnish a 100% performance bond as required within ten (10) days from the date, ~~he/she~~ it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and ITS

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

INDIANA CONSTRUCTION CORP.

Bob F. Jesse

BOB F. JESSE, PRESIDENT

Subscribed and sworn to before me by BOB F. JESSE
this 19th day of August, 1987.

My Commission Expires:
DOROTHY A. KOPPER, NOTARY PUBLIC
RESIDENT OF ALLEN COUNTY, IN
COMMISSION EXPIRES APRIL 25, 1991

Dorothy A. Kopper
Notary Public
Resident of Allen County

Subscribed and sworn to before me by _____
this _____ day of _____, 198____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed _____ and _____ sworn _____ to _____ before _____ me
by _____ this _____ day of _____,
198____.

My Commission Expires:

Notary Public
Resident of _____ County

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) Indiana Construction Corp., Fort Wayne, Indiana as Principal
and United States Fidelity and Guaranty Company, Baltimore, Maryland
and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana,
in the sum of Five Percent (5%) of Contractors Maximum Bid Price
(\$ _____) Dollars, to be paid City of Fort Wayne, Indiana, or its
successors or assigns, for the payment of which, well and truly made, we hereby
bind ourselves, our heirs, successors, executors, and administrators, jointly
and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana
19th this day of August, 1987.

The condition of this obligation is such that if the accompanying bid or pro-
posal of Indiana Construcion Corp. made this day to the City of Fort Wayne,
State of Indiana, is accepted, and the Contract awarded to the above bidder,
and the bidder shall, within ten (10) days after such award is made, enter
into a contract with the City of Fort Wayne, State of Indiana, for the work
bid upon, and give bond as required; then this obligation shall be null and
void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this the 19th day of August, 1987.

Indiana Construction Corp.

Bob F. Jesse
Principal Bob F. Jesse, President

United States Fidelity and Guaranty Company

Duane E. Lupke
Surety* Duane E. Lupke (attorney-in-fact)

*If signed by an agent appropriate power
of attorney shall be attached.

CERTIFIED COPY
GENERAL POWER OF ATTORNEY

No. 95626

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Duane E. Lupke, Donald L. Coffey, Stephen E. Stewart, Barbara J. Hause, Edward B. Rice, Walter H. Lupke, Jr., Walter E. Boose and Virginia T. Axson, true and lawful attorneys in and for the State of Indiana, State of Indiana, Fort Wayne, Indiana, to do all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said anyone of the said Duane E. Lupke and the said Donald L. Coffey and the said Stephen E. Stewart and the said Barbara J. Hause and the said Edward B. Rice and the said Walter H. Lupke, Jr. and the said Walter E. Boose and the said Virginia T. Axson may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 23rd day of March, A. D. 1984

UNITED STATES FIDELITY AND GUARANTY COMPANY.
James D. Rector

(Signed)

By..... Vice-President.

Robert G. Bruce

(Signed)

..... Assistant Secretary.

STATE OF MARYLAND. } ss:
BALTIMORE CITY, }

On this 23rd day of March, A. D. 1984, before me personally came James D. Rector, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Robert G. Bruce, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said James D. Rector and Robert G. Bruce were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was in fact by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986

Margaret M. Hurst

(Signed)

..... Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sect.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 23rd day of March, A. D. 1984

Sandra E. Banks

(Signed)

Clerk of the Circuit Court for Baltimore City.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Bob F. Jesse, the PRESIDENT
_____, of INDIANA CONSTRUCTION CORP
Position _____ Company

hereby certify:

1. That the Financial Statement of said company, dated the 31st day of Dec. 19886, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: Aug 19, 1987

Bob F. Jesse
Signature _____
PRESIDENT
Title _____

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 19th day of August, 1987.

Dorothy A. Kopper
Notary Public
Resident of Allen County

My Commission Expires:

~~DOROTHY A. KOPPER, NOTARY PUBLIC
RESIDENT OF ALLEN COUNTY. MY
COMMISSION EXPIRES APRIL 25, 1991~~

TITLE OF ORDINANCE Contract for Res. 456-87 & 447-86 - Bradbury Avenue
Storm Water Station & Modifications to Regulators
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 456-87 & 447-86, Bradbury Avenue
Storm Water Pump Station & Modifications to Regulators, is for the installa-
tion of a new storm water pump station near the intersection of Bradbury
Avenue and Broad Ripple Drive and the modifications to the Foster Park and
Woodhurst Regulators. Indiana Construction Corporation is the Contractor.

S. 87-09-13

EFFECT OF PASSAGE Improve drainage at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$85,800.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-09-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

Res. 456-87 and 447-86 - Bradbury Avenue Storm Water Station and Modifications

to Regulators, between Indiana Construction Corporation and the City of Fort

Wayne, Indiana, in connection with the Board of Public Works and Safety.

HAVE HAD SAID (ORDINANCE), (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Samuel J. Talarico SAMUEL J. TALARICO
CHAIRMAN

Janet G. Bradbury JANET G. BRADBURY
VICE CHAIRPERSON

Paul M. Burns PAUL M. BURNS

James S. Stier JAMES S. STIER

Charles B. Redd CHARLES B. REDD

CONCURRED IN 9-22-87.

SANDRA E. KENNEDY
CITY CLERK